

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	
)	Chapter 11
Debtors.)	
)	Jointly Administered

**NOTICE OF REJECTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on January 3, 2013, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Procedures Order”) authorizing the Debtors to implement expedited procedures for the rejection of one or more executory contracts and unexpired leases in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). A copy of the Procedures Order is attached hereto.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, the Debtors hereby provide notice of the intent to reject the contracts and leases identified below.

PLEASE TAKE FURTHER NOTICE that, objections, if any, to this Notice must be filed with the Court and served so that it is actually received by the following parties not less than fourteen (14) days after the date this Notice is filed: (i) Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104 (Attn: Lorenzo Marinuzzi and Samantha Martin); (ii) the Office of the United States Trustee, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attn: Brian S. Masumoto, Esq.); (iii) counsel to the Creditors’ Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas New York, NY 10036, (Attn: Kenneth H. Eckstein and Douglas H. Mannal); and (iv) counsel to Ally Financial, Inc., Kirkland & Ellis, 601 Lexington Avenue, New York, New York 10022 (Attn: Ray C. Schrock, Stephen E. Hessler, and Craig A. Bruens) (the “Objection Notice Parties”).

PLEASE TAKE FURTHER NOTICE that, if no written objection is filed and served in accordance with the terms of the Procedures Order, the following contracts and leases will be rejected pursuant to 11 U.S.C. § 365(a), effective as of the date set forth in the chart below, or, if no such date is set forth, the date this Notice is filed with the Court; provided, however, that the effective date of the rejection of a contract or lease shall not occur until the later of: (i) the date the Debtors file and serve this Notice; (ii) the date the Debtors surrender the premises under a lease for non-residential real property, if applicable, by notifying the affected landlord in writing of the Debtors’ surrender of the premises and turning over the keys, key

codes and security codes, if any, to the affected landlord, and (iii) the Collection Deadline,¹ if applicable, expires (the “Rejection Date”).

PLEASE TAKE FURTHER NOTICE that, if an objection to this Notice is timely filed and received, and not withdrawn or otherwise resolved, the Debtors shall schedule a hearing on such objection and provide at least seven (7) calendar days’ notice of such hearing to the objecting party and the Objection Notice Parties. If the Court ultimately upholds the Debtors’ determination to reject the applicable contract or lease, then the contract or lease shall be deemed rejected (i) as of the Rejection Date, or (ii) as otherwise determined by the Court as set forth in any order overruling such objection.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, for any claim that you may assert against the Debtors as a result of the rejection of any contract or lease, you must submit a proof of claim for damages arising from such rejection, if any, to Kurtzman Carson Consultants,² the Court-approved claims processing agent, on or before the later of (i) the deadline for filing proofs of claim established by the Court in the Chapter 11 Cases or (ii) forty-five (45) days after the filing of this Notice. A proof of claim form will be available at www.kccllc.net. If you do not timely file such proof of claim, you shall be forever barred from asserting a claim for rejection damages arising from the rejection of the above-referenced lease or contract.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Procedures Order, if the Debtor has deposited funds with a contract or lease counterparty as a security deposit or other arrangement, the counterparty may not set off or otherwise use such deposit without the prior authority of the Court or agreement between the counterparty and the Debtors.

New York, New York
Dated: May 24, 2013

/s/ Gary S. Lee
Gary S. Lee
Lorenzo Marinuzzi
Samantha Martin
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
*Counsel to the Debtors
and Debtors in Possession*

¹ If the Debtors indicate herein their intention to abandon personal property that is (i) subject to a true lease, and (ii) located at a premises that is the subject of this Notice, the automatic stay shall be deemed modified to permit the respective personal property lessor to retrieve such abandoned property within seven (7) days of the date following the filing of this Notice (the “Collection Deadline”).

² Claims should be sent to the following address:

Residential Capital, LLC Claims Processing Center, c/o KCC
2335 Alaska Ave.
El Segundo, CA 90245

Rejected Lease

	Debtor	Contract/Lease Counterparty (Name/Address)	Description of Contract/Lease	Effective Date of Rejection
1	Residential Funding Company, LLC	Dallas CPT Fee Owner, L.P. The Tower at Cityplace 2711 North Haskell Avenue, Suite 450 Dallas, TX 75204 Attn: Robert E. Ratelle, Jr. Dallas CPT Fee Owner, L.P. c/o Barrow Street Capital LLC 300 Stamford Place 3 rd Floor – East Stamford, CT 06904 Attn: Steven Lebowitz	Lease, dated as of December 17, 1993, as subsequently amended, for real property located at 2711 North Haskell Avenue, Dallas TX 95204	May 31, 2013

Parties to be Notified of the Collection Deadline

Ocwen Financial Corporation
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

With a copy to:
facilitynotices@altisource.com

Personal Property to be Abandoned

With the exception of certain items owned by Ocwen Financial Corporation, all furniture, fixtures and equipment located on the 9th, 10th, 11th, 12th, 13th, 14th & 15th floors and in Storage rooms 150 & 165 on the B1 level of the building, including but not limited to:

- Miscellaneous Kimbal and HON office desks, returns and credenzas
- Kimball and Allsteel file cabinets
- Various conference, meeting room and training tables
- Steelcase, Aeron and SC Leap Task Chairs
- Miscellaneous wood or leather conference room and side chairs
- Utility/break room chairs
- Kimbal and Herman Miller work stations throughout
- Variety of shelves, bookcases and cabinets
- Audio visual equipment, screens and whiteboards
- Reception furniture, paintings and ceramics
- Gym exercise equipment
- Kitchen appliances such as refrigerators, icemakers, dishwashers, microwave ovens
- Miscellaneous IT equipment, printers and supplemental HVAC units
- Surplus furniture parts and pieces